

# **Exhibit 5**

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WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION (F/K/A WELLS FARGO BANK  
NORTHWEST, NATIONAL ASSOCIATION)  
not in its individual capacity, but solely as Owner Trustee  
as Assignor and Existing Lessor;

AND

FRONTIER AIRLINES, INC.  
as Lessee;

AND

UMB BANK, NA  
not in its individual capacity, but solely as Owner Trustee  
as Assignee and New Lessor;

AND

ACCIPITER INVESTMENTS AIRCRAFT 4 LIMITED  
as Existing Owner Participant;

~~ACCIPITER HOLDINGS, DAC~~

AND

~~as Existing Guarantor;~~

MAVERICK AVIATION TL (D) LIMITED  
as New Owner Participant;

AND

MAVERICK AVIATION HOLDINGS LTD.  
as New Owner Participant Parent Assignor

AND

MAVERICK AVIATION BORROWER 1 LTD.  
as New Parent Guarantor

AND

ACCIPITER HOLDINGS, DAC

as Existing Guarantor

DATED AS OF \_\_\_\_\_, 2023

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MASTER ASSIGNMENT, ASSUMPTION, AMENDMENT,  
ACKNOWLEDGEMENT AND CONSENT AGREEMENT

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**Commented [A1]:** This Agreement will need to be filed with the FAA, so it will need to be in the proper form for filing. It is subject to any comments by FAA counsel.

Relating to One (1) Airbus A320-251N Aircraft  
Manufacturer's Serial Number [ ]  
U.S. Registration Number N[ ]FR

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THIS MASTER ASSIGNMENT, ASSUMPTION, AMENDMENT, ~~ACKNOWLEDGEMENT~~**ACKNOWLEDGEMENT** AND CONSENT AGREEMENT (this “Agreement”) is dated as of \_\_\_\_\_, 2023 and made by and among WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION (f/k/a Wells Fargo Bank Northwest, National Association), a national banking association organized and existing under the laws of the United States, with its address at ~~299 South Main Street, 5th Floor, MAC: U1228-051, Salt Lake City, Utah 84111~~**9062 Old Annapolis Road, Columbia, MD 21045**, not in its individual capacity, but solely as Owner Trustee (“Assignor” or “Existing Lessor”); and UMB BANK, N.A., a national banking association organized under the laws of the United States of America with its address at 6550 S. Millrock Drive, Suite 150, Salt Lake City, UT 84121, not in its individual capacity, but solely as Owner Trustee (“Assignee” or “New Lessor”); and FRONTIER AIRLINES, INC., a Colorado corporation with its address at 4545 Airport Way, Denver, Colorado 80239 (“Lessee”); and ACCIPITER INVESTMENTS AIRCRAFT 4 LIMITED, ~~an Irish, a [Ireland~~ limited company] with its address at ~~Connaught House 1 Burlington Road, Dublin 4, Ireland [.]~~ (“Existing Owner Participant”); ~~ACCIPITER HOLDINGS DAC~~<sup>2</sup>); and MAVERICK AVIATION TL (D) LIMITED, an Irish [Ireland limited company] with its address at ~~Connaught House 1 Burlington Road, Dublin 4, Ireland~~ (“Existing Guarantor”); ~~MAVERICK AVIATION TL (D) LIMITED, an Irish limited company with its address at Connaught House 1 Burlington Road, Dublin 4, Ireland~~ (“New Owner Participant”<sup>2</sup>); and MAVERICK AVIATION BORROWER 1 LTD., a [Cayman Islands limited company] with its address at ~~Connaught House 1 Burlington Road, Dublin 4, Ireland~~ (“New Parent Guarantor”<sup>2</sup>); and MAVERICK AVIATION HOLDINGS LTD., a [Cayman Islands limited company] (“New Owner Participant Parent Assignor”); and ~~ACCIPITER HOLDINGS DAC, an Irish limited company~~ (“Existing Guarantor”) with respect to the New Owner Participant Ownership Transfer.

#### BACKGROUND:

The purported transfer of the Aircraft and Lease (as such term is defined in Schedules 1 and 2 hereto) contemplated hereunder is subsequent to the purported sale of aircraft assets by CK Capital (Hong Kong) Limited and related entities to New Owner Participant Parent Assignor and related transactions (the “Specified Transaction”), which Specified Transaction was not consented to by Lessee and is being challenged by Lessee as novations conducted in violation of Clause 20.2 of the Lease and a fraudulent conveyance to prevent Lessee from collecting any potential judgement under the Actions (as defined below). Prior to the Specified Transaction, Lessee filed actions against Assignors, Existing Owner Participant, and other affiliates to Existing Owner Participant for breach of contract, fraud and other claims arising from the parties’ dealings in connection with contracts among the parties including the Lease and other “Operative Documents” (as such term is defined in the Lease). As a result of these actions two cases are pending with the U.S. District Court for the Southern District of New York (the “Court”) under case numbers 1:22-cv-02943 and 1:20-cv-09713 (collectively, the “Actions,” each an “Action”).

(A). <sup>2</sup>In the Action bearing case number 1:22-cv-02943, Lessee has sought determinations that (1) Lessee was harmed by conduct by Assignor and other defendants and (2) that the Specified Transaction constitutes a lessor default under the Lease and other Operative Documents and with respect to the Specified Transaction, Lessee intends to seek an order declaring such novation as void and seek other available remedies. The named defendants in the Actions deny wrongdoing. Lessee is entering into this Agreement as an accommodation to Existing Owner Participant to facilitate daily operations of Lessor, but such accommodations by Lessee are done without waiver of any rights, remedies or contentions relating to the Actions, including, without limitation, Lessee’s challenge of the validity of the **Specified Transaction**, right to void the Specified Transaction and right to recover damages from the defendants in the Actions.

<sup>1</sup>Note to LP: As discussed, we propose to have current guarantor confirm the current guarantee continues, which is in Section 2.4(a).

<sup>2</sup>Note to LP: As discussed, we have moved more express references to the litigation to Schedule 7.

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